90-03750/

Alberta
AGRICULTURE

Office of the Farmers' Advocate of Alberta

3rd Floor, J. G. O'Donoghue Building, 7000 - 113 Street, Edmonton, Alberta, Canada T6H 5T6 403/427-2433

February 19, 1990

The Honourable Ernie Isley
Minister of Agriclture
131 Legislature Building
Edmonton, Alberta
T5K 2B6

Dear Sir:

I have the honour of presenting the Annual Report of the office of the Farmers' Advocate of Alberta for the period of January 1, 1989 to December 31, 1989.

Respectfully submitted,

Clifford W. Downey
Farmers' Advocate of Alberta

OFFICE OF THE

FARMERS' ADVOCATE OF ALBERTA

1989

ANNUAL REPORT

****

TABLE OF CONTENTS

1. INTRODUCTION....1
2. JURISDICTION....2
3. OFFICE ADMINISTRATION....4
4. LIVESTOCK PREDATOR INDEMNITY PROGRAM....5
5. WATER WELL RESTORATION OR REPLACEMENT PROGRAM....6
6. RURAL CRIME WATCH....9
7. SURFACE RIGHTS....11
8. SEISMIC ACTIVITY....14
9. MINERAL RIGHTS....15
10. FARM EQUIPMENT....17
11. FINANCE AND THE FARM....18
12. INSURANCE AND THE FARM INDUSTRY....19
13. CASE SUMMARIES:
    - 13.1 Seismic Access....20
    - 13.2 Drainage....21
    - 13.3 Transfer of Security....22
    - 13.4 Surface Lease Compensation....23
    - 13.5 Seismic Activity....24
    - 13.6 Aerial Spraying - Weed Notices....26
    - 13.7 Packing Plant Deliveries....27
    - 13.8 Mediation Involving Criminal Charges....28
    - 13.9 Mediation Involving Government Agencies....29
    - 13.10 Insurance....30
    - 13.11 Mediation Involving Government Departments....31
    - 13.12 Mediation Involving an Implement Dealer....32
    - 13.13 Construction of a Drainage Ditch and Crossing....33
    - 13.14 Construction of a Quonset....35
    - 13.15 Aerial Spraying....36
    - 13.16 Lease Agreements....38
    - 13.17 Road Development....39
    - 13.18 Mediation re: Water Quality....40
14. SOURCE OF WRITTEN COMPLAINTS BY LOCATION....41
15. CASE FILES AND FINAL DISPOSITION....44

1. INTRODUCTION

The Farmers' Advocate of Alberta reports directly to the Minister of Agriculture. The office is attached to Alberta Agriculture and is located in Room 305 of the J.G. O'Donoghue Building, 7000 - 113 Street, Edmonton, Alberta. All necessary office supplies are requisitioned and the annual budget is submitted through Alberta Agriculture.

This report provides a resume of the activities of our office in its 17th year of operation. We attempt to detail the working of the office, to delineate and to provide some synoptic illustrations of the many cases we have dealt with during the past year. The complaints and inquiries coming forward from the farm community reflect current concerns of agriculture in an ever changing world.

The report provides an opportunity to express our appreciation, through the Minister, to other departments and agencies of the government for assistance they have provided. The cooperation received from those in the private sector with which we are involved is also appreciated, as is the valuable support of the provincial news media.

I would like to take this opportunity to thank our Ministers of Agriculture, the farm organizations, the Alberta Association of Municipal Districts and Counties, and the many departments of government for the assistance and cooperation which they have provided our office for the advantage of the farm community in general during the past year.

2. JURISDICTION

The Farmers' Advocate of Alberta has two primary functions. The first is to investigate and solve problems and act as mediator in disputes that involve farmers and other segments of society.

Secondly, the Farmers' Advocate may act in an advisory capacity. The office has a broad base of past experience and can draw from a bank of knowledge that is constantly being updated. As a result, we are in a position to advise farmers, or present to farmers, alternative routes they may follow in an attempt to settle their outstanding complaints.

In disputes between individuals and local governments (rural municipalities, counties and improvement districts), we advance these complaints to the respective bodies (municipal councillors, various government departments, etc.) and request information pertaining to these cases. If we find the complaint is justified, we take measures to encourage the appropriate body to review the circumstances with us in an attempt to find a solution to the problem. We are pleased with the cooperation that we have received from local government.

It is outside the jurisdiction of the office to involve ourselves in cases where the complainant retains the services of a lawyer. Further, the office withdraws from any case where the complainant subsequently retains legal service. However, although farmers may have a legal remedy, litigation in many cases is far too expensive, too time consuming, and too mysterious and uncertain a procedure for all but a handful of farmers to pursue to a successful conclusion. With these exceptions, we attempt to mediate between two opposing parties with the aim of reaching an out-of-court settlement.

2. JURISDICTION - CONTINUED

Therefore, we recommend private negotiation between two opposing parties, always stressing an appreciation and understanding for the position taken by the other side.

3. OFFICE ADMINISTRATION

The office of the Farmers' Advocate of Alberta currently consists of the following members:

Clifford W. Downey	Farmers' Advocate of Alberta
Paul F. Vasseur	Executive Assistant to the Farmers' Advocate of Alberta
Clifford M. Munroe	Assistant to the Farmers' Advocate of Alberta
Keith Wilson	Research Assistant (Summer)
Sheila D. Majeau	Secretary to the Farmers' Advocate of Alberta

I would like to take this opportunity to thank my staff for their diligence and efficiency which contributes to the success of this office.

4. LIVESTOCK PREDATOR INDEMNITY PROGRAM

The Farmers' Advocate acts as the appeal body for livestock owners who suffer livestock losses by predators and who, by making application under the program, have had their claims denied.

Rejected producers express much dissatisfaction with the program. One reason for dissatisfaction is that death by predators is difficult to prove. The difficulty in proof exists for two reasons:

First, most producers under farm and range conditions do not have a daily check on animals.

Second, a carnivore will consume the carcass before discovery by the producer. If the carcass is not totally consumed, decay hastened by hot summer weather will make an autopsy almost impossible in a very short time.

Also, a claim may be rejected by the Committee if the health of the animal was suspect. In such a case the animal might not be fully able to defend itself against predator attack immediately prior to its demise.

It is difficult for the Predator Indemnity Committee to separate all legitimate cases of loss from those of a dubious nature. The Committee relies on the report of the investigating officer but also considers the applicant's recall of events. In our experience, abusers have not been successful in defrauding the Committee. However, we are disappointed by the number of appeals, through our office, that were unsuccessful before the Committee.

5. WATER WELL RESTORATION OR REPLACEMENT PROGRAM (W.W.R.R.P.)

The program remains unchanged since its inception in 1987. It has been very well received by the agriculture sector as a means of resolving a dispute quickly and economically without the need to bring that matter to law. Also, the oil and gas sector continues with its support through the E.R.C.B.

The number of applications under the program has not increased significantly in the last year. This may be due to the reduced level of activity by the oil and gas sector in the last few years.

The expenditures of 1989 were somewhat larger than in the previous year. This may be attributed to the fact that some of the water wells that were allegedly damaged were in areas of the province where the supply of water, when located, is difficult and expensive to develop.

The guidelines of the program are reprinted as follows:

1. Before an application can be submitted under this program, the applicant must endeavour to contact the geophysical or oil company to attempt settlement of the alleged damages.

2. If the applicant is unsuccessful with the company, and believes the alleged damages were caused by:

   (a) seismic exploration, contact the Department of Forestry, Lands and Wildlife, Land Management and Development Branch, Exploration Inspections and Investigations Unit, 4th Floor, South Tower, Petroleum Plaza, 9915 - 108 Street, Edmonton, Alberta, T5K 2C9. Telephone Number: 427-3932.

5. WATER WELL RESTORATION OR REPLACEMENT PROGRAM - CONTINUED

(b) oil or gas exploration, contact the Energy Resources Conservation Board office:

in Edmonton: Telephone Number: 427-0200
in Calgary: Telephone Number: 297-8311.

The appropriate department will carry out an investigation and take the necessary action with a subsequent report to the Water Well Restoration or Replacement Committee.

3. This program is designed to make partial or full payment only on those direct costs that have been incurred with the restoration or replacement of a water well. Therefore, the applicant must include all receipts for works completed with the application.

4. The applicant must be prepared to attend and present evidence at a Water Well Restoration or Replacement Program Committee hearing to be held in the applicant's area. The Committee consists of the Farmer's Advocate, who acts as Chairman, the Chairman of the Agricultural Development Committee, as well as a technical representative from the Alberta Environment, Hydrogeology Branch, Earth Sciences Division. From time to time the Committee members will designate alternate members.

5. Following the hearing, the Committee will forward the results of their decision, if in the affirmative, to the E.R.C.B. for payment to the applicant.

6. Any inquiries regarding this program should be directed to the Farmers' Advocate Office, 305, 7000 - 113 Street, Edmonton, Alberta, T6H 5T6. Telephone Number: 427-2433.

5. WATER WELL RESTORATION OR REPLACEMENT PROGRAM - CONTINUED

COMPARISON FIGURES:

	1989	1988
Applications	18	15
Rejections	5	3
Dispersals	$34,685.80	$18,805.24

NOTE:

Payouts under the program have been reduced during the past two years because of the Alberta Water Supplies Assistance Program. Rural Albertans experiencing water shortages are eligible for assistance under this program as well as assistance from the Prairie Farm Rehabilitation Administration.

Payouts under the W.W.R.R.P. are subject to the deduction of the full amount of other government assistance programs and ex gratia payments contributed by energy companies.

6. RURAL CRIME WATCH

The year 1989 was good for Rural Crime Watch Associations across the province. The ideals and aspirations of its strong membership (over 16,000) continues to flourish in rural Alberta.

The R.C.M.P. have requested more active participation on the part of the Range Patrol members as a result of the recent provincial budget cutbacks. The budget cutbacks forced a reduction in the number of rural R.C.M.P. members. With no promise of an early return of these resources, organizations such as Rural Crime Watch will be in great demand in the future.

Farmers and ranchers indicate the disbandment of the Livestock Investigation Section was most disheartening. This section of the R.C.M.P. was felt to be part of the agricultural community. This office, the Alberta Cattle Commission, the Western Stockgrowers Association, and Alberta Agriculture have urged the Provincial Government and the R.C.M.P. to have this unit reinstated in the near future.

The 1989 Provincial Rural Crime Watch Workshop was hosted by the Greater Lakeland Rural Crime Watch Association in February. The workshop, which was held in St. Paul, was a huge success and featured the Honourable Don Mazankowski as a keynote speaker. In 1990 the event is scheduled for early February, to be hosted by the Didsbury Rural Crime Watch Association.

This year was highlighted by the timely presentation of a federal Solicitor General Crime Prevention Award to the Greater Lakeland Rural Crime Watch Association for their contribution to the prevention of crime in their area. A provincial Solicitor General Crime Prevention Award was presented to Mr. Jack Latham, a member of the Stony Plain Rural Crime Watch Association for his work in crime prevention. Both were honoured at an awards ceremony in Edmonton during Crime Prevention Week in November 1989.

6. RURAL CRIME WATCH - CONTINUED

This year the R.C.M.P. are planning to embark on a new policing concept. The approach will implement Community Policing Advisory Committees across the province. Members of the Rural Crime Watch Associations will be invited to sit on these committees voicing the rural concerns.

The Farmers' Advocate continues to promote the Rural Crime Watch principles and encourages all farmers and ranchers to participate in the association nearest them. This office chairs the association's Steering Committee. Upon request our staff members will attend Rural Crime Watch Association meetings and workshops and speak on topics of local interest.

I wish to thank the R.C.M.P., the office of the Solicitor General of Alberta, the Alberta Cattle Commission, and Rural Crime Watch Associations for their support and cooperation throughout the year.

7. SURFACE RIGHTS

The level of inquiries and complaints with respect to surface rights have remained comparable with the previous year.

It is still a concern of our office that many companies are using the 1974 Surface Lease. This document is obsolete and does not afford the landowner the level of protection that should be incorporated into an agreement. Our office has available to landowners a Surface Lease developed in 1985 that we recommend be used. It addresses the many issues landowners usually request when negotiating a Surface Lease, particularly the conservation of his soil and a change of use clause.

The industry also has a newer and revised Surface Lease of their own, which was released in 1988. This newer lease is superior to the 1974 document as it reflects the changes to the Surface Rights Act. The new lease also recognizes the increasing importance of conservation issues.

The problem of some companies not paying annual compensation when due for Surface Leases has not diminished, as expected. We have received numerous calls from landowners who have not received compensation on the due date, as per their lease agreement. Our office informs them of their rights under Section 39 of the Surface Rights Act, which states:

> 39 (1) When an operator fails to pay, within 30 days following the day on which it was due, any money under a compensation order or surface lease, the person entitled to receive the money may submit to the Surface Rights Board evidence of the failure.

7. SURFACE RIGHTS - CONTINUED

(2) When the evidence submitted is satisfactory in the opinion of the Board with respect to the failure to pay, the Board may direct the Provincial Treasurer to pay out of the General Revenue Fund the amount of money to which the person is entitled.

(3) If the Provincial Treasurer pays money to a person under subsection (2), the amount paid thereby constitutes a debt owing by the operator to the Crown.

There was a startling development this past year with respect to holders of Crown Grazing Leases issued by the Alberta Forestry, Lands and Wildlife.

A Treaty Indian was charged with the offense of hunting with a gun on a Crown Grazing Lease during bow hunting season. He had not sought permission from the lease holder to enter.

The matter was brought before Provincial Court. The Justice, in his decision to acquit the Treaty Indian, also ruled the holder of a Crown Grazing Lease had no rights other than to graze livestock. It has been the view of Alberta Forestry, Lands and Wildlife, that the leaseholder under Common Law, is conferred the right of exclusive possession. This Common Law right legally entitles them to post lease land prohibiting or restricting access. Further, the Department continued to take the position that the lessee has the Common Law right to seek damages for trespass in Civil Courts. Also notable is the fact that the lease holder is responsible for payment of lease rentals, municipal taxes and proper maintenance and care of the lease.

The Crown appealed the decision to the Court of Queen's Bench. The ruling of the Judge has now set aside the acquittal and entered into the record a verdict of guilty as charged.

7. SURFACE RIGHTS - CONTINUED

The decision reaffirms the rights and responsibilities of the holders of grazing leases.

The matter of some municipalities assessing land that was used for upgraded oil facilities (gas plants, compressor sites, etc.) as industrial land and subsequently taxed at a higher rate has been resolved. This was following an earlier court decision, which ruled against the municipalities interpretation of the Municipal Tax Act, specifically Section 15, sub-section 2. Alberta Municipal Affairs recently issued an amendment to provincial assessors indicating the necessary changes to be used. In brief, it states:

> That improvements relating to production located on the land other than the operating well should not be assessed any differently than that of a well site. The rate of assessment shall not exceed the assessment of farm land adjacent to the land held under lease, license, order or permit.

As a result, no landowner will be penalized by a higher tax assessment because of upgraded developments at a well site located on his property.

8. SEISMIC ACTIVITY

It seems apparent, judging by the number of inquiries to our office, that seismic activity has remained steady this past year.

The complaints we have received cover a broad spectrum of concerns. In large part the disputes are due to damage, or due to the interpretation of the conditions of the seismic agreement by the geophysical operator. As we have stressed in prior years, all agreements should be in writing. The terms and conditions of the agreement should be clearly indicated and understood by all parties.

In some cases operators were not meeting their financial commitments to pay access and permit fees to the landowner by the agreed upon date.

Our office continues to recommend to landowners that they consider requesting payment from geophysical operators before allowing entry onto the land. Alternately, it is recommended that contractual provision be made for interest payments or penalties of some kind.

Most other seismic inquiries were of a general nature and answered, or quickly resolved, by telephone.

9. MINERAL RIGHTS

The number of inquiries directed to the Farmers' Advocate's office concerning the various aspects of mineral ownership increased substantially this past year. A number of mineral owners were referred to our office by their local District Agriculturists.

A number of landowners made requests for information to determine if they could be the owners of rights to minerals. A Calgary company offering a consulting service had placed advertisements in various farm papers in the late summer of 1989. The advertisements indicated that previous government errors in the Land Titles Department may have resulted in the loss of mineral rights to certain landowners at the time the land was transferred. The company, for a fee, would investigate further on the landowners behalf.

Our office was able to provide information to landowners concerning the land the advertisement made reference to. The office reviewed with clients the most inexpensive way to determine whether or not ownership errors existed.

The issue of excessive costs being deducted from mineral royalties continues unabated. The number of mineral owner complaints over excessive Gas Cost Allowance has increased during the year.

Many energy producers queried by our office have indicated a formula is generally used to determine deductions to freeholders' royalties. The formula is similar to the Gas Cost Allowance (G.C.A.) that is used for Crown royalties. This formula allows for deductions of up to 95 per cent of royalties for costs.

9. MINERAL RIGHTS - CONTINUED

Small energy producers are facing a dilemma similar to freehold mineral owners. They are forced to use the G.C.A. formula by contracts previously written with larger oil companies. Because of the high cost through the courts to gain relief, these small producers cannot afford to pursue the matter further. A small energy producer and a mineral owner have submitted a request to the Public Utilities Board for relief or reduction of cost from the royalties or working interest.

At the time of this writing we are awaiting a decision from the Public Utilities Board with respect to the two applications.

In the meantime, we are advising mineral owners either through direct contact or at information meetings held throughout Alberta, of the pitfalls of the leases that are currently offered by the oil companies. We also have available, through our office, a pamphlet containing information that may assist the freehold mineral owner in protecting his interest.

10. FARM EQUIPMENT

The Farmers' Advocate's office has experienced an alarming increase of farm implement complaints in 1989. All of these result from machinery breakdowns or engine failures occurring after the warranty period has expired. Even though the dealer is not responsible for the repairs, we have been quite successful in mediating satisfactory settlements between the farmer and the implement dealer.

The most difficult cases involve complaints from farmers that deal with firms that do not represent major agricultural manufacturers (i.e. John Deere, Case, etc.) but use jobber or second hand parts. These firms owe no allegiance to any manufacturer and as a result, cannot be brought to task by them.

This office works in harmony with the members of the Farm Implement Act Administration office in these cases.

11. FINANCE AND THE FARM

This year the office received a number of complaints from farmers having debt problems. Some of the problems resulted from farmers cancelling their Farm Credit Corporation commodity based loans and switching to the Alberta Farm Credit Stability Program. The problems resulted from a general lack of understanding by the farmer on how a commodity based loan worked.

Other cases involved heavy debts that required financial consultation with various financial organizations through the Farm Debt Review Board.

It appears farmers in the northern part of the province are experiencing the most financial difficulties, possibly due to erratic weather conditions and a smaller livestock base. Continued drought conditions in the eastern and southern areas of the province are also taking their toll.

12. INSURANCE AND THE FARM INDUSTRY

Farmers are still experiencing problems with insurance policies. Generally, the major problems centre around personal liability. Many farmers are surprised by how little protection they have under a standard insurance policy.

Aerial crop spraying is an example of a practice that may lead to difficulties. Farmers employing this method of crop control are advised to check their policies to insure they are protected.

Alberta Agriculture's Rural Services Division, Agricultural Education Branch offers presentations to farmers under their Farm Safety Program. These presentations are on a request basis and include both farm safety and insurance needs.

CASE SUMMARIES

13.1 SEISMIC ACCESS

Two complaints were received from brothers involved in a farming partnership. The brothers had given permission for access to two different seismic companies for exploration activity to be conducted on their land.

In the case of the first complaint the permits signed were specific as to conditions the seismic companies were required to follow. Mainly, that no fences were to be cut and existing gates were to be the only means of access. Personnel of one of the seismic crews disregarded the conditions of the agreement and cut the fences in order to speed up their operations. The company offered to pay the farmers the standard fee for cutting fences but the brothers refused and a counter claim was proposed which the company felt was unacceptable.

Our office was able to mediate a settlement that was satisfactory to both parties and a subsequent release to that effect was signed.

The second complaint was with respect to non-payment of access fees previously agreed to by the second seismic company. Upon checking with the company, and records of the Exploration Branch of Forestry, Lands & Wildlife, we were informed that the company had not utilized their access as outlined in their permit. Apparently, that portion of the seismic line on the brother's land was not required.

The farmers were informed of our findings and agreed the company was not required to pay for access they had not utilized.

13.2 DRAINAGE

A farmer contacted the Farmers' Advocate concerning a problem allegedly caused by a neighbour's unauthorized drainage project.

Investigation by our office revealed that indeed the neighbour had altered the drainage flow by rerouting the water that flowed onto his own land. He had constructed a ditch along an abandoned county road to expedite the flow of water off of his land.

County construction of a new road between the two neighbours was partially responsible for water backing up as the two culverts installed by the county were of insufficient capacity.

Our office requested Alberta Environment's Water Resource Branch survey the area with a view to seeking a resolution to the drainage problem. An on-site inspection was made with the representatives of the Municipal Government, Alberta Environment, the complainant, the offending neighbour and the Farmers' Advocate's office to assess the situation and formulate a resolution.

It was agreed that additional culverts be installed in the roadway and a ditch dug on the complainants land to expedite the flow to a nearby creek. The project, which is now licensed and completed, should alleviate further flooding problems that may occur on the complainants land.

Alberta Environment also indicated they would be willing to assist the offending landowner to license his project provided he complies with specifications provided by their department.

13.3 TRANSFER OF SECURITY

The estranged wife of a farmer contacted the Farmers' Advocate's office requesting assistance in arranging a transfer of security from one parcel of land to another. She wished to subdivide property she controlled. However, she could not complete the transfer until caveats were removed from the title.

In the settlement of the divorce proceedings, the wife was given possession of the home quarter with the accompanying responsibility of paying off the first mortgage. The former husband was responsible for paying the second mortgage on the home quarter and other farm lands he retained.

The holder of the second mortgage agreed to discharge their interest in the home quarter provided the former husband paid off the outstanding arrears and that he also agree to amend the mortgage agreement transferring security to his land.

Negotiations between the estranged couple to effect a new agreement were unsuccessful. The former husband could not clear the second mortgage on the home quarter and would not sign an amending agreement.

In view of the wide disparity that existed between the two parties our office withdrew from the case on the basis that a mediated settlement would not be possible at this time.

13.4 SURFACE LEASE COMPENSATION

A landowner contacted our office expressing concern that his annual compensation from a surface lease had not been paid by the oil company on the due date.

The Farmers' Advocate's office contacted an official of the oil company who stated that he was under the impression they had 30 days to pay the compensation. He also stated they were sending a lease amendment to the landowner which would have the effect of reducing the annual compensation payments to $500.00. He stated the company's poor economic health was the reason for the change.

We informed the company official that they were bound by the terms of the surface lease. Further, it was our understanding, that if they did not pay the annual compensation due, the landowner would seek recourse through the Surface Rights Board. The Board under Section 39 of the Surface Rights Act could direct payment from the Alberta Treasury, who in turn would proceed to recover from the company the funds expended on their behalf.

The landowner contacted our office again a few days later, stating the company had forwarded a cheque to the landowner for the amount outstanding.

13.5 SEISMIC ACTIVITY

A rancher contacted our office in mid 1988 expressing his concerns stemming from recent seismic activity on his property. His concerns were:

1. Access of right-of-way were not as indicated in verbal conversation.
2. Damages resulting from a fire caused by activity of the seismic company.
3. Loss of livestock from ingestation of a toxic material allegedly introduced to pasture area by the seismic operator.

Our office coordinated investigations by the Exploration Branch of Alberta Forestry, Lands & Wildlife and the Energy Resources Conservation Board relating to issues raised by the complainant and in particular that of livestock loss.

The rancher alleged that bentonite clay, an ingredient of drilling mud, used in the drilling of the shot holes was the direct cause of the death of one of his animals. Further, he also alleged that the remainder of his herd was suffering from the effects of the ingestation of the bentonite. He claimed the weight gain of the rest of his herd was severely reduced and that some of his heifers were sterile. Calves that were born, were purportedly smaller than his usual herd average.

Both the oil company and the E.R.C.B. tested material from the drilling site which was suspected, by the cattle owner, to be the cause of livestock losses. Lab results indicated the bentonite drilling mud was a natural occurring element in the soil. There was, however, a toxin present that the labs were unable to identify or even determine if it was the cause of the losses to livestock.

13.5 SEISMIC ACTIVITY - CONTINUED

It was determined that further testing would be required to try and pinpoint the source of the alleged loss. In particular, to find out if there was any correlation between the drilling mud used by the industry and other elements which may have been introduced or mixed with the drilling mud residue.

The company was willing to proceed with further testing. They also offered the complainant a settlement, without prejudice, for the loss of a purebred calf and losses from the fire. The Farmers' Advocate's office considered this to be fair. This was not acceptable to the complainant who at this point increased his damage claim to an amount that precluded the likelihood of any mediated settlement being reached.

In view of the foregoing, and based on the fact that the matter was proceeding to litigation, our office withdrew from the case.

13.6 AERIAL SPRAYING - WEED NOTICES

The sister of a landowner wrote to our office complaining that the county where their land is located had sprayed 80 acres of their hay land in early July resulting in damage to the hay. She indicated that, in her view, the county owed them for the value of the lost hay.

Our office investigated her concern and from information made available to us it was revealed that the county had issued a Weed Notice to the farmer in 1988. The landowner had not taken any measures to control weeds in 1988 and the land was subsequently sprayed by the county. The county monitored the weed situation again in the spring of 1989 and issued another Weed Notice. The landowner refused to comply with the order and the effected field was sprayed again by the county. It was noted the landowner did not appeal the 1988 or the 1989 Weed Notice. The county in our opinion had followed the proper procedures with respect to the issuing and carrying out of the notices. The county is concerned that weeds, if not controlled, would spread to adjacent neighbours to the detriment of the whole area.

After a period of communication with the complainant, her brother did plough down the subject hay field. On the advice of the Farmers' Advocate's office, the complainant contacted the local District Agriculturist for assistance in the management of future weed outbreaks.

13.7 PACKING PLANT DELIVERIES

A farmer registered a complaint with the Farmers' Advocate in regard to a cow he had delivered to a packing plant. It seems he was not paid for the animal and was in fact charged $75.00 for costs associated with inconvenience and disposal of the carcass.

At the request of the Farmers' Advocate, the Regulatory Services Branch of the Production Sector of Alberta Agriculture investigated the complaint. Their report revealed that the cow was a very thin downer cow. Upon delivery to the packing house the veterinarian, in concert with the chute men, decided the animal would be unable to walk the five stories up to the kill floor of the packing plant. This being the case, as was common practice, the animal was killed on the ground floor. The carcass was then taken up to the kill floor.

The animal was subsequently condemned and deemed of no value. The $75.00 fee levied against the farmer was a fee which the packing house levied as a matter of standard practice.

Since there was no evidence of wrongdoing by the packing house, the farmer was advised accordingly. It was also suggested that in the future if he had a downer cow he should consider other alternatives for disposal.

13.8 MEDIATION INVOLVING CRIMINAL CHARGES

In September 1989 a farmer contacted the Farmers' Advocate's office requesting assistance in dealing with a criminal charge laid against him by his neighbour.

This was not the first time this farmer had called for assistance with similar circumstances. The farmer has had constant conflict with the adjacent landowners since purchasing the property three years ago. However, in the past, our office has been unable to provide assistance because of a reluctance on the part of the neighbours to talk with us.

On this occasion the farmer declared he was threatened with assault by two of his neighbours and had to brandish a firearm to protect himself. He was subsequently charged with pointing a firearm. In this instance our office was able to meet with both the farmer and his neighbours and the parties agreed to a compromise. As a result, the charges would be dropped. However, this would have to be agreed to by the Crown. A letter was sent to the Crown and their initial response was not favourable. However, a further review will take place prior to the final decision.

13.7 PACKING PLANT DELIVERIES

A farmer registered a complaint with the Farmers' Advocate in regard to a cow he had delivered to a packing plant. It seems he was not paid for the animal and was in fact charged $75.00 for costs associated with inconvenience and disposal of the carcass.

At the request of the Farmers' Advocate, the Regulatory Services Branch of the Production Sector of Alberta Agriculture investigated the complaint. Their report revealed that the cow was a very thin downer cow. Upon delivery to the packing house the veterinarian, in concert with the chute men, decided the animal would be unable to walk the five stories up to the kill floor of the packing plant. This being the case, as was common practice, the animal was killed on the ground floor. The carcass was then taken up to the kill floor.

The animal was subsequently condemned and deemed of no value. The $75.00 fee levied against the farmer was a fee which the packing house levied as a matter of standard practice.

Since there was no evidence of wrongdoing by the packing house, the farmer was advised accordingly. It was also suggested that in the future if he had a downer cow he should consider other alternatives for disposal.

13.8 MEDIATION INVOLVING CRIMINAL CHARGES

In September 1989 a farmer contacted the Farmers' Advocate's office requesting assistance in dealing with a criminal charge laid against him by his neighbour.

This was not the first time this farmer had called for assistance with similar circumstances. The farmer has had constant conflict with the adjacent landowners since purchasing the property three years ago. However, in the past, our office has been unable to provide assistance because of a reluctance on the part of the neighbours to talk with us.

On this occasion the farmer declared he was threatened with assault by two of his neighbours and had to brandish a firearm to protect himself. He was subsequently charged with pointing a firearm. In this instance our office was able to meet with both the farmer and his neighbours and the parties agreed to a compromise. As a result, the charges would be dropped. However, this would have to be agreed to by the Crown. A letter was sent to the Crown and their initial response was not favourable. However, a further review will take place prior to the final decision.

13.9 MEDIATION INVOLVING GOVERNMENT AGENCIES

Earlier this year a dairy farmer reported a dispute with the Alberta Dairy Board to the Farmers' Advocate's office.

Apparently in April of 1981 this farmer was granted an Alberta Agricultural Development Corporation (A.A.D.C.) Beginning Farmer loan. The loan was granted with the understanding he would qualify for graduated entry quota as long as he met the Dairy Control Board standards. The Dairy Control Board did not include the farmer in the graduated entry program and his quota was left at 200 litres.

Some confusion was discovered by the Dairy Control Board over the farmer's actual entry into the quota program . Apparently the program was temporarily suspended in 1982, which may have accounted for the discrepancy.

With assistance from this office the farmer made an appearance before the Dairy Control Board to present his case.

The Board deliberated and agreed the farmer may have had difficulty interpreting the policy. As a result, the Board decided to grant an additional 50 litres of quota in 1987, an additional 50 litres in 1988, and 5 more in 1989 and 1990. The farmer accepted the Board's decision.

13.10. INSURANCE

A farmer contacted our office stating he was having insurance problems over a combine he purchased and subsequently damaged on his farm.

Apparently the farmer needed a combine as the one he presently owned was not adequate. He approached an implement dealer in his community and struck a deal. As a down payment for the combine, the farmer traded in a swather and his old combine. The remaining funds were to be financed through an agricultural lending institution.

The farmer called his insurance agent and advised him he had purchased a combine, needed insurance for it, and to add it to his present policy. He was advised it would be taken care of. About a week later the implement dealer received a letter from the financial institution rejecting the farmer's loan application. On the same day the farmer hit a large rut in his field and rolled the combine causing extensive damage.

The farmer's insurance company claims the coverage was void because the farmer did not fulfill the obligations on the contract by getting approved financing. The implement dealer's insurance underwriter was of the opinion that once the farmer took possession of the combine and removed it from the lot, insurance coverage was not their responsibility. The dispute has been ongoing for almost a year.

With the aid of Consumer and Corporate Affairs, this office was able to show that the contract the implement dealer made with the farmer was binding on the farmer's insurance company. The farmer's insurance company agreed to pay the claim.

13.11. MEDIATION INVOLVING GOVERNMENT DEPARTMENTS

A farmer contacted the Farmers' Advocate's office regarding a property leasing problem. The property was owned by Alberta Public Works, Supply & Services.

Alberta Public Works purchased the property from the mother of the complainant. However, the complainant farmer still owned the house as it was separated in the sale. The agreement was he could leave the house on the property and lease the land from Alberta Public Works. The problem arose when the land adjacent to him, which is also owned by Alberta Public Works and which he was renting, was put out to tender. If he wasn't successful in his bid to rent this land he would not have enough pasture to expand his herd and would then have to shut down his operation.

Alberta Public Works felt they were justified in leasing this land to anyone, and in fact had another promising candidate. The feelings were strained between Alberta Public Works and the farmer over his residential home site leasing agreement and he felt they might ignore his bid for this reason.

A meeting was arranged by this office between the farmer and Alberta Public Works personnel to attempt to solve the problem. The results proved positive as Alberta Public Works accepted the farmer's bid and he can now expand his herd.

13.12 MEDIATION INVOLVING AN IMPLEMENT DEALER

A farmer came into the office to complain that an implement dealer had not fixed his tractor properly.

The farmer had dealt with this particular implement dealer for some time. When the farmer's tractor was giving him trouble, he was convinced to trade up to a newer and more powerful unit by the dealer, rather than repair his old one.

The farmer decided to trade for the newer tractor on the basis that it had just had $6,000 worth of repairs on the motor and power shift. The dealer offered a 90 day warranty on this work. One year later the tractor developed power shift problems and it had to be replaced. The dealer charged the farmer $6,792.17 to repair it. The farmer felt this was unreasonable.

The office was called upon to mediate. After meetings with the management of the implement dealership, it was learned the previous manager had claimed that work had been done on the power shift when, in fact, it had not. As a result the farmer was offered a 50/50 split on the current repair bill, which he accepted.

13.13 CONSTRUCTION OF A DRAINAGE DITCH AND CROSSING

The Farmers' Advocate's office was contacted by a farmer after he had given permission to the local municipal government for the installation of a drainage ditch adjacent to land he farmed. The farmer had had previous contact with our office some years before concerning brush piles left on his property by the authority. The office had been successful in resolving this previous complaint.

The farmer indicated the crossing installed to give him access to his field over the drainage ditch had been improperly placed and therefore was not usable. He also stated he had voiced his opinion to the site engineer before construction had begun but his advice was ignored.

The Farmers' Advocate's office met with representatives from the Municipal Council and other government departments in order to effect a solution to the problem.

A joint inspection of the site revealed that the crossing had been installed at the halfway point of a mile long field. It was also the lowest point in the field and adjacent to a peat soil area. It was not a desirable location for a machinery crossing. There was agreement that the crossing be moved further north to a point of high ground and an additional crossing, as previously agreed, would be installed to the south.

The farmer also identified other issues to be resolved. The representatives in attendance agreed that these other problems would be attended to. Subsequent to the deficiencies being corrected, the farmer would sign additional easements to effect the completion of the area drainage project. The farmer agreed to these conditions.

13.13 CONSTRUCTION OF A DRAINAGE DITCH AND CROSSING - CONTINUED

After rectification of the deficiencies, the farmer was not satisfied that the work was completed properly and therefore would not fulfill his part of the agreement. Our office inspected the sites in late fall and it was evident the departments involved had completed their work in a satisfactory manner. Our office advised the farmer that in our opinion the work had been completed satisfactorily and that his new requests and attitude were unreasonable.

13.14 CONSTRUCTION OF A QUONSET

A complaint was received by our office from a farmer, with regard to poor construction of a quonset. The building was purchased, as a package, from a building supplier and erected by sub-contractors.

The following spring the complainant noticed that the metal cladding was buckled in several places. The buckled exterior detracted from the appearance and allowed water to leak into the building.

The problem was difficult to resolve as no one initially involved in the building process would admit to any liability. It was finally determined that the metal cladding was fastened to the building improperly. The installer of the cladding was unaware that the manufacturer had established a specific procedure to be followed for the installation of the material.

The manufacturer and the building supplier had assumed the metal installer, who had been in business for many years, knew the procedures to be followed when installing the metal cladding.

A negotiated settlement was reached with the metal manufacturer, building supplier and the installation contractor whereby new cladding would be supplied. The contractor would remove the original cladding and install new cladding as per the manufacturer's instructions at no cost to the claimant.

At the time of writing our office has been informed that the contractor has replaced the cladding and the appearance and integrity of the quonset is satisfactory to the farmer.

13.15 AERIAL SPRAYING

A farmer contacted the Farmers' Advocate's office this past summer expressing his concern that his canola crop had been damaged by a chemical spraying operation on the adjoining property.

Our investigation revealed the neighbor had ground sprayed an eighty foot strip for broadleaf weeds on the perimeter of his 150 acre wheat field. A subsequent spraying of the remainder of the field by an aircraft operator followed three days later.

It was determined that the complainant's canola crop, and also that of an adjoining neighbor's, contained traces of herbicide residue. Confirmation of the contamination occurred upon tissue sampling at the Alberta Environmental Centre in Vegreville.

After harvest the complainant farmers sent a damage claim to the offending farmer for their losses. The neighbor, in turn, notified his insurance company. The insurance company agreed to cover that portion of the claim they deemed had stemmed from the ground spraying operation by the offending farmer. The company indicated they were not responsible for damages caused by the aircraft operator as their farm policy specifically excludes liability coverage from aerial applicators.

An impasse seemed evident as the aircraft operator refused to accept any liability for the alleged loss and the complainants indicated they would pursue the matter to law.

A meeting was arranged by our office and held with all parties attending. A solution was effected whereby the complainants reduced their damage claim by approximately one-half and the insurance company, the farmer and the aircraft operator agreed to jointly share the cost of the reduced claim.

13.15 AERIAL SPRAYING - CONTINUED

All agreed that the settlement was preferable to litigation and the farmers, who are neighbors, believed that good will was more important in their continuing relationship.

13.16 LEASE AGREEMENTS

An Alberta farmer contacted the Farmers' Advocate relative to a leasing dispute with an Alberta government department. The farmer had won the lease on a sizeable tract of farm land in an open bidding competition in 1986, for a term of five years.

Two years into the lease the farmer was informed that the department was terminating the lease, as was their contractual right, by reason that they had an alternate use.

The complainant spoke to our office of his efforts to negotiate with the government department, indicating the financial difficulties the cessation of the lease placed him in. The rate of annual rental he bid was high, the two years he held the lease were severe drought years and he felt that he needed the other three years of the lease term for cost recovery.

The office was successful in gaining a rental rate reduction rebate to the farmer which brought him to the level of the next highest bidder in the lease competition. In addition, the department saw fit to extend a lease to the farmer on some lands that were not required for an alternate use.

All parties were reasonably satisfied with the resolution arrived at.

13.17 ROAD DEVELOPMENT

A farming partnership requested the involvement of the Farmers' Advocate in a land dispute with local municipal government.

Central to the dispute was the opposition of the landowners to the development of an existing road diversion into a major road rather than following the normal surveyed road allowance.

Inspection by the Farmers' Advocate's office revealed the surveyed road allowance to be a level area with virtually no impediment to normal construction. Investigation also revealed that prior interaction between the farmers and the municipal government was having a negative effect on the matters currently in dispute.

The involvement of the Farmers' Advocate did not result in an immediate resolution to the problem. However, five months later we were informed that the new road had been built as per our recommendation and the dispute had been amicably resolved.

13.18 MEDIATION RE: WATER QUALITY

An Alberta livestock producer contacted the Farmers' Advocate while in the process of negotiating with the Risk Management (insurance) Division of the provincial government.

The origin of the complaint occurred after the producer had drilled a well and submitted a water sample for tests through a department of government. Personnel within the department inadvertently mixed samples. Printouts went out to the producer indicating the water was of good quality when in fact it was somewhat toxic.

Livestock losses occurred. Subsequent water tests revealed the error of the first tests with the result that another well had to be drilled and developed.

The Farmers' Advocate, in conjunction with other government departments, met with the producer and the insurance adjuster. This meeting resulted in an accommodation that was acceptable to the two parties involved in the dispute.

14. SOURCE OF WRITTEN COMPLAINT BY LOCATION

ALHAMBRA	1	CREMONA	1
ARDROSSAN	1	CROSSFIELD	1
ATHABASCA	2	DAYSLAND	1
BARRHEAD	1	DELTA, BC	1
BASHAW	1	DERWENT	2
BEAUMONT	1	DEWINTON	1
BEAVERLODGE	1	DIDSBURY	1
BEISEKER	1	DIXONVILLE	1
BONANZA	1	DRAYTON VALLEY	4
BOW ISLAND	1	DRUMHELLER	2
BOYLE	1	DUCHESS	1
BROOKS	1	EAGLESHAM	1
BROUSSEAU	1	ECKVILLE	2
CALGARY	8	EDMONTON	14
CALMAR	1	EDSON	2
CAMROSE	2	ELNORA	1
CAROLINE	1	ENCHANT	1
CARVEL	2	ENDIANG	1
CASLAN	1	EVANSBURG	1
CASTOR	1	FAIRVIEW	1
CAYLEY	1	FALHER	2
CHAUVIN	1	FALUN	1
CLEARDALE	1	FERINTOSH	1
CLIVE	1	FORESTBURG	1
COALDALE	1	FORT KENT	1
COALHURST	1	FORT KNOX	1
COLD LAKE	1	FORT SMITH	1
COLINTON	1	FORT VERMILION	1
CONSORT	1	GADSBY	1
CORONATION	2	GALAHAD	1
COUTTS	1	GIROUXVILLE	1

14. SOURCE OF WRITTEN COMPLAINT BY LOCATION- CONTINUED

GRANDE PRAIRIE	2	NEERLANDIA	1
GRASSLAND	1	NEW NORWAY	2
GRASSY LAKE	1	ONOWAY	1
GUNN	1	PENHOLD	1
HANNA	1	PINCHER CREEK	2
HIGH LEVEL	1	PONOKA	2
HIGH PRAIRIE	1	PROVOST	1
HUGHENDEN	1	RANFURLY	1
INNISFAIL	2	REDCLIFF	1
INNISFREE	1	REDWATER	2
IRVINE	1	RIMBEY	3
JEAN COTE	2	ROCKY MOUNTAIN HOUSE	1
KATHRYN	1	ROSEMARY	1
KELSEY	1	ST. PAUL	2
LA CRETE	1	SANGUDO	1
LAC LA BICHE	1	SEDGEWICK	1
LACOMBE	3	SEVEN PERSONS	4
LAFOND	1	SHERWOOD PARK	2
LEDUC	2	SLAVE LAKE	1
LEGAL	1	SMOKY LAKE	1
LETHBRIDGE	4	SPRUCE GROVE	2
LLOYDMINSTER	1	STETTLER	2
LOMOND	1	STROME	1
LONE PINE	1	SYLVAN LAKE	1
LOUGHEED	1	TABER	2
LOUSANA	1	THORHILD	2
MANNING	4	TOFIELD	1
MANNVILLE	1	TROCHU	2
MEDICINE HAT	1	TWO HILLS	1
MILK RIVER	2	VALLEY VIEW	1
NAMPA	2	VAUXHALL	3

14. SOURCE OF WRITTEN COMPLAINT BY LOCATION - CONTINUED

VEGREVILLE	2	WESTLOCK	5
VERMILION	4	WETASKIWIN	1
VILNA	1	WHITECOURT	1
VULCAN	1	WILDWOOD	1
WAINWRIGHT	3	WILLINGDON	3
WARBURG	2	WINTERBURN	1
WATER VALLEY	2	YOUNGSTOWN	1

15. CASE FILES AND FINAL DISPOSITION

WELLS-PIPELINES

Seeks assistance in obtaining compensation for disturbance and installation of a pipeline.	Unable to Assist
Requesting an increase in annual compensation contrary to a Surface Rights Board decision.	Information Provided
Problems receiving payments on gas lease.	No Further Action
Proposal for gas well is unacceptable.	Assistance Rendered
Wants compensation for inconvenience of farming around pipeline.	Unable to Assist
Did not receive annual compensation and unhappy with clean-up done at well site.	Information Provided
Not receiving annual compensation from oil company.	Information Provided
Inquiring into his eligibility for annual compensation.	Information Provided
Damages to field by geophysical company.	Assistance Rendered
Unsatisfied with offer for compensation for damages from geophysical company.	Rectified
Surface lease concerns.	Required Litigation
Oil lease expired. Having problems getting compensation review.	Referred to Dept. Concerned
Wants to renegotiate expired lease on "orphan well."	Referred to Dept. Concerned
Oil company abandoned well without reclaiming the site.	Assistance Rendered
Problem regarding compensation payment of surface lease.	Information Provided
Dispute with gas company regarding trespass and damages due to pipeline installation.	Assistance Rendered
Wants information on compensation for well site.	Information Provided
Concerns regarding payment for well site and roadway.	Referred to Dept. Concerned

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

WELLS-PIPELINES - CONTINUED

Counter proposal to oil company for clean-up of well site and roadway.	Assistance Rendered
Has not received cheque for crop damages from insurance company.	Assistance Rendered
Wants assistance with a damage claim against a surface lease holder.	Referred to Dept. Concerned
Damages to fence by oil company caused his cattle to get out. Wants compensation for loss.	Unable to Assist
Requesting compensation for damages to alfalfa crop.	Abandoned
Requests compensation for well site.	Information Provided
Wants compensation for damages from pipeline.	Assistance Rendered
Wants well site, left in untidy condition, cleaned up and fenced.	Information Provided
Exploration company not paying compensation.	Information Provided
Wants compensation from insurance company for crop loss.	Assistance Rendered
Concerns regarding non-production of well.	Assistance Rendered
Requests assistance obtaining compensation on pipeline easement.	Assistance Rendered
Requests assistance obtaining compensation for pipeline right-of-way.	Information Provided
Needs assistance negotiating surface lease.	Information Provided
Unhappy with oil company's high processing fees.	Under Investigation
Opposing proposed oil/gas well adjacent to an exotic animal facility.	Under Investigation
Dispute with oil company over split between himself & lessee in compensation monies for pipeline easement.	Assistance Rendered
Unhappy with reclamation of well site and amount paid for space.	Under Investigation

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

WELLS-PIPELINES - CONTINUED

Refusing oil company's request for pipeline right-of-way and temporary work space.	Under Investigation
Seeking assistance in attaining compensation for expropriation of land for sour gas pipeline.	Under Investigation
Feels regulatory agency has not treated him fairly and does not deal fairly with farmers.	Under Investigation

POWERLINES

Problems with power company regarding annual compensation for powerline easement.	Assistance Rendered
Unhappy with Rural Electrification Association's brushing program on powerline right-of-ways.	Information Provided
Proposed sharing of incremental costs with government agency regarding his unregistered airstrip and placement of powerlines.	Unable to Assist
Wants compensation for power transmission lines on his land.	Information Provided

HIGHWAYS, ROADS

Wants further compensation for borrow pit taken for road construction.	Assistance Rendered
Various problems relating to road construction by county.	Assistance Rendered
Concerned that her land is to be divided diagonally by highway extension.	Information Provided
Seeking compensation for crop loss and damages due to road construction on leased land.	Unable to Assist
Opposed to proposed plans for highways 21 and 11.	Unable to Assist
Wants compensation for right-of-way.	Information Provided
Dispute with M.D. over a road diversion on their farmland.	Required Litigation

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

HIGHWAYS, ROADS - CONTINUED

Wants M.D. to replace fence they took down due to a road widening project.	Rectified
Attempting to have M.D. upgrade a road.	Information Provided
Requests assistance in obtaining a road to his property.	Under Investigation
Dispute involving county over road construction.	Information Provided
Concerns regarding abandoned railway right-of-way.	Under Investigation
Dispute with county over fence installation due to a road widening project.	Under Investigation
Wants railway to replace fence along track as it is beyond repair.	Under Investigation
Inquiring into ownership of right-of-ways along rail lines and the possibility of purchase.	Information Provided

MINERAL RIGHTS

Attempting to resolve problems with a mineral lease.	Required Litigation
Being taxed on mineral lease due to an amending agreement his father signed prior to his death.	Information Provided
Requests assistance and advice in negotiation of petroleum and natural gas lease.	Information Provided
Cannot collect money for gas rights because of caveat on land.	Information Provided
Concerns regarding terms of natural gas lease.	Information Provided
Requests assistance obtaining royalties on gas rights.	Assistance Rendered
Pilfering of ammonite from property.	Information Provided
Wants information regarding oil and mineral lease on land he once owned.	Information Provided
Requests assistance regarding revenue from gas well he has a share in.	Information Provided

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

MINERAL RIGHTS - CONTINUED

Problem with oil company regarding royalty payments.	Under Investigation
Problem with oil company regarding Gas Cost Allowance.	Under Investigation
Believes trust company is operating a possible scam regarding mineral rights.	Under Investigation

SEISMIC ACTIVITY

Seismic crew trimmed and cut shelterbelt trees although requested to survey on opposite side of house to shelterbelt.	Under Investigation
Exploration company has not done a proper clean-up or offered compensation.	Assistance Rendered
Seismic company left open holes on property and farmer's bull was injured.	Assistance Rendered
Exploration company violated agreement regarding fences.	Assistance Rendered
Wants compensation for trees damaged by seismic company.	Rectified
Problem obtaining compensation from seismic company for damages done to property.	Under Investigation
Have not received payment from exploration company for geophysical operations.	Assistance Rendered
Cratered holes on his land from seismic activity.	Unable to Assist
Geophysical operations were not carried out according to original agreement.	Assistance Rendered

TRESPASS

Claims oil company trespassed on his property and damaged trees.	Assistance Rendered
Problem with hunters trespassing.	Information Provided

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

FINANCIAL PROBLEMS

Problem obtaining payment for grain sold through auction company.	Referred to Dept. Concerned
Problems with farm lending agency and a review board.	Assistance Rendered
Debenture to implement company.	Unable to Assist
Problems occurring after divorce regarding payments on loans.	Under Investigation
Wants assistance regarding bank foreclosure.	Referred to Dept. Concerned
Farm foreclosure problem.	Information Provided
Financial problems with land leased from a Crown agency.	Assistance Rendered
Problems arising from 1985 bankruptcy.	Information Provided
Requests assistance obtaining loan he feels was promised during election campaign.	Information Provided
Bankruptcy concerns.	Abandoned
Farm lending agency interest penalty charges on loan payout.	Assistance Rendered
Problems with land deal through a financial institution.	Information Provided

FLOODING, DRAINAGE & IRRIGATION

Drainage problem resulting from neighbor constructing a drainage ditch system.	Assistance Rendered
Drainage problem.	Under Investigation
Problem with irrigation district regarding water diversion and crop loss.	Under Investigation
Concerned about proposed plans by irrigation district over relocation of canal in their area.	Unable to Assist
Telephone company left ridges in drainage ditch which interferes with the natural run-off of water.	Assistance Rendered

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

FLOODING, DRAINAGE & IRRIGATION - CONTINUED

Water table on his land is high due to gypsum piled by fertilizer plant.	Under Investigation
Flooding concerns.	Abandoned
Neighbor pumps waste water onto his land causing peat soil to get wet.	No Further Action
Problem with irrigation district regarding easement contract.	Under Investigation
Problem with neighbor regarding berm causing drainage problems.	Information Provided
Water in ditch caused from highway construction is flooding his land.	Under Investigation
Dam used for water fowl causing water saturation of part of his land.	Under Investigation
Neighbor obstructing his natural water course causing flooding on his land.	Under Investigation
Requires assistance obtaining water rights from irrigation district.	Under Investigation
Dispute with irrigation district regarding canal construction.	Unable to Assist

GROUNDWATER (WATER WELLS)

Unhappy with company that drilled his water well in 1988.	Information Provided
Problem with drilling company over filter they installed.	Assistance Rendered
Water well cannot be used because of gas leakage.	Under Investigation
Water well volume reduced.	Under Investigation

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

LIVESTOCK

Requests interpretation of his livestock insurance policy.	Information Provided
Was charged $75.00 by packing plant as cow delivered to them was a downer cow.	Referred to Dept. Concerned
Fed their swine herd contaminated feed purchased from feed mill.	Information Provided
Problems with insurance company regarding policy on a quarter horse stallion.	Information Provided
Appealing zoning change from rural agriculture to group country residential near their intensive livestock operation.	Under Investigation
Packing plant say the calf shipped was arthritic while owner claims it wasn't.	Not Justified
Semen purchased was not the type requested.	Information Provided
Feels packing plant yard charge is too high.	Information Provided
Problems with agreement to purchase cattle.	Information Provided
Problem with auction company over price of livestock sold.	Rectified
Problem obtaining information from government agency in regard to feed grain tests done on feed for his hogs.	Under Investigation
Requests assistance obtaining a Brand Certificate for cattle someone else had branded.	Required Litigation
Having problems obtaining funds from bank to adequately look after his late brother's cattle.	Under Investigation

FENCES

Suspects neighbours took out fence and replaced it with cross fencing and Texas gate.	Assistance Rendered
Partial demolition of fence by Rural Electrification Association.	Not Justified

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

FARM MACHINERY

Problems concerning purchase and repair of tractor.	Unable to Assist
Problems with tractor and repairs to same.	Unable to Assist
Tractor engine seized.	Unable to Assist
Problems with combine engine.	Unable to Assist
Problems with leased tractor.	Rectified
Problems with repairs to tractor.	Unable to Assist
Problems over work done on engine - power unit.	Assistance Rendered
Unhappy with settlement offer from equipment dealer for problems with tractor performance.	Required Litigation
Problems with purchase of tractor.	Unable to Assist
Disputing terms of lease agreement with equipment manufacturer.	Required Litigation
Problems with equipment manufacturer over repair of tractor.	Required Litigation
Problems with contract for purchase of tractor and leader.	Assistance Rendered
Problem with tractor motor regarding warranty.	Referred to Dept. Concerned
Problem with repair work done on tractor.	Assistance Rendered
Repeated work on tractor has not corrected problem.	Unable to Assist
Problems with cultivator.	Referred to Dept. Concerned
Wants reimbursement for unsatisfactory tractor.	Assistance Rendered
Problems with transmission repair on tractor.	Assistance Rendered
Problem with equipment dealership regarding combine.	Unable to Assist
Needs assistance with having repairs done on swather.	Assistance Rendered

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

FARM MACHINERY - CONTINUED

Customer rolled combine before financing was approved. Whose insurance pays?	Under Investigation
Dispute over tractor repairs with implement dealer.	Assistance Rendered
Problem with tractors - breakdowns and repairs.	Assistance Rendered
Problems with tractor.	Assistance Rendered
Problems receiving compensation from tire company for a tire that keeps falling off.	Assistance Rendered
Requires assistance in obtaining monies for repairs done on his tractor.	Under Investigation
Problems with tractor.	Assistance Rendered
Feels repair costs for tractor should be under warranty.	Assistance Rendered
Awaiting replacement parts for his tractor.	Under Investigation
Claiming damages for repairs to his combine plus loss of time and loss of crop.	Assistance Rendered
Copy of letter from solicitors regarding indebtedness to farm supply company due to repair and rental of equipment.	Assistance Rendered

BUILDING PROBLEMS

Wants compensation from telephone company for repair to machine shed due to poor installation of telephone.	Under Investigation

GAS CO-OPS - PROBLEMS

Feels he should receive payment when the local gas distribution system uses the right-of-way for further construction and/or servicing the system.	Information Provided

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

GENERAL REQUESTS - PROBLEMS

Conflict with a dairy control board.	Rectified
Lien placed on land by a drilling company that drilled on neighbor's land.	Assistance Rendered
Attempting to renew his grazing lease.	Not Justified
Wants to be paid out for his shares in a farm co-op and have his records destroyed.	Assistance Rendered
Cancellation of five year lease by a government agency.	Information Provided
Unhappy with seed association and their procedures under the Crop Certificate.	Unable to Assist
Trying to obtain payment from an insurance company for partial loss of hand and ensuing disability.	Information Provided
Requests compensation from telephone company for clearing he did on right-of-way.	Not Justified
Accused by ventilation system company of infringement of a Canadian Patent Registration regarding their homemade ventilation system.	Assistance Rendered
Requests assistance working out an agreement with lessee regarding the 1988 crop year.	Rectified
Problem with government agency over agency's leased land.	Assistance Rendered
Problem with county removing the mobile home his elderly mother resides in from his 5 acre lot.	Under Investigation
Wants hunting boundaries changed to protect farmers and their land.	No Further Action
Paint peeling off truck. Says it is defective and wants it repainted.	Under Investigation
Wants compensation for loss of canola crop due to gas leakage from an oil company's stuffing box.	Assistance Rendered
County is assessing him for 20.5 acres when he feels he should not be assessed at all.	Under Investigation
Problems arising from telephone company's installation of fibre optic line through his land.	Assistance Rendered

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

GENERAL REQUESTS - PROBLEMS - CONTINUED

Complaint against government agency regarding disposition of land.	Information Provided
Charged with careless use of a firearm. Wants charges withdrawn.	Under Investigation
Land leased from bank has been sold to another bidder.	Assistance Rendered
On-going problem with windows purchased in 1986.	Referred to Dept.
Problem regarding sale of land.	Required Litigation
Concerned about good agricultural land being subdivided.	Unable to Assist
Problem with gas company over repair and lining of farm dugout.	Under Investigation
Problem with weed enforcement in municipal district.	Assistance Rendered
Feels municipal district has no right to spray his wheat.	Assistance Rendered
Attempting to purchase quarter section grazing lease from government agency.	Information Provided
Concerns regarding borrow pit agreement.	Unable to Assist
Problems with borrow pit agreement.	Under Investigation
Weed control problem with improvement district.	
Problem with county regarding approach to his subdivided quarter.	Information Provided
Wants compensation from balloon company for landing on his property.	Assistance Rendered
Weed control problem with county.	Information Provided
Double taxation of property by municipal district.	Under Investigation
Scentless chamomile infestation on neighboring land.	No Further Action
Ranch land residents want improvement district status as they had previously.	Under Investigation
Various problems with pulp mill.	Under Investigation

15. CASE FILES AND FINAL DISPOSITION - CONTINUED

GENERAL REQUESTS - PROBLEMS - CONTINUED

Seeks compensation from chemical company for ineffectiveness of one of their chemicals.	No Further Action
Lodged an appeal against feed lot developer's expansion.	Information Provided
Problem with Exhibition and Stampede Board regarding crop category entry.	Information Provided
Neighbor agreed to rent land to him for five years. After three years she told him to get off property.	No Further Action
Believes he suffered crop loss due to aerial spraying.	Under Investigation
His divorced wife wants half of his money and his children want to place him in a home.	Unable to Assist
Problems receiving payment for snow removal.	Assistance Rendered
Having problems renewing land lease from government agency for his residential home site.	Assistance Rendered
Wants further compensation from insurance company for his failed 1988 wheat crop.	Under Investigation
Requesting assistance obtaining compensation for fire damages caused by neighbours.	Under Investigation
Problem with lessee's use of land regarding weed control and cattle feed.	Information Provided
Requesting assistance from the Minister of Environment to carry out programs to protect the environment.	Information Provided
Feels financial institution is not dealing according to law regarding his offer to purchase land.	Information Provided
Cancelling their forage insurance policy as the method of production calculation is not accurate.	Referred to Dept. Concerned
Unsatisfied with the 1989 Forage Insurance Program.	Under Investigation
Complaints regarding insurance company's lack of response to his request for a claim settlement.	Referred to Dept. Concerned
Wants to negotiate settlement with officials regarding land being used for recreational area.	No Further Action
What options are available to obtain permission to lay underground water line from river to their property?	Information Provided